

ADDENDUM C NON-SOLICITATION & CONFIDENTIALITY

Prohibition on Employee Advertising. Employee shall not use Practice staff or resources to provide lead generation, marketing or advertising for Employee's private medical practice or any other medical practice. Employee's private business cards or private practice marketing information are not allowed at the Center's premises. Employee shall not wear scrubs, lab coats, or other clothing that includes medical practice branding other than Sono Bello branding (which will be provided by Practice, at Practice's expense) in the Center. Employee shall not add any patients served under the agreement to any mailing lists or targeted advertisements without the written consent of the patient and the Practice. Employee will not refer patients to another practice in which Employee provides professional medical services however, in its sole and absolute discretion, Practice may refer patients to Employee for services not offered by Practice, but Practice is under no obligation to do so.

Covenant Not to Solicit. Employee acknowledges that Practice both has its own proprietary interests to protect and is subject to certain restrictive covenants in favor of Center Manager or third parties. Accordingly, in consideration for the benefits and rights provided to Employee under and related to the Agreement, and to the fullest extent permitted by the applicable state laws, Employee covenants and agrees that at all times during the term of the Agreement and any extension or renewal thereof, and during the period of time defined below after expiration or termination of the Agreement for any reason (the "Restricted Period"), neither Employee nor any owner, employee, independent contractor or agent acting for or on behalf of, or under any control of Employee, shall, without Practice's prior written consent, either directly or indirectly:

- a) Solicit, divert, or take away, or attempt to solicit, divert or take away, any person or entity who or that is then a patient, physician, independent contractor or other contracting party of Practice or Center Manager, or advise or induce or attempt to advise or induce any such person or entity not to continue its contract, relationship with Practice or Center Manager, or to withdraw, curtail or cancel its dealings with Practice or Center Manager, or to, in any other way, interfere with or damage Practice or Center Manager's business relationship with its employees, patients, physicians, medical groups, contractors and/or others with whom it does business. For purposes of the Agreement, the term "solicit" shall mean any action that may be reasonably interpreted to be designed to persuade a person or entity to discontinue a contract, affiliation, physician-patient, Practice-patient or business relationship. In the case of patient solicitation, the restrictions apply only to Medical Services;
- b) Provide Medical Services to Practice patients in Employee's office or other location away from the Center, even if the patient contacts Employee directly requesting such services, except that during the Restricted Period Employee may provide Medical Services to Practice patients that directly request such services so long as (i) Employee has not solicited such patients, and (ii) before providing any services, Employee fully informs such patients that Employee is no longer affiliated with Practice and that Practice has other physicians available to provide any requested services for such patients. The foregoing restriction shall not prohibit Employee from providing at Employee's separate office (i) medical services which do not constitute "Medical Services" as defined herein to Practice's patients; or (ii) Medical Services to patients acquired independently by Employee and not through the Practice or the marketing efforts of the Practice or the Center Manager.
- c) Solicit or attempt to solicit, or hire, for employment on its own behalf or for any person or entity, any employee or independent contractor of the Practice or Center Manager, or attempt to induce such employee or former employee to terminate his or her employment or contractual relationship with the Practice or Center Manager.

- d) As used in the Agreement, the term "Restricted Period" means the one (1) year period after the termination of the Agreement.

Definition of Confidential and Proprietary Information. For the purposes of this Agreement, "Confidential and Proprietary Information" shall include, without limitation, the following, all of which is agreed to be trade secret information of the Practice:

- a) Information assembled by or for Practice, or to which Employee was exposed at or through Practice, concerning patients, clients, or potential clients of Practice, including without limitation, information regarding the identities of and the history of Practice's relationship with such patients or clients, including any compiled lists or indexes of the same, whether in electronic, paper or other format. Such information has been assembled with considerable time and expense. As used herein, the terms "patients" and "clients" includes patients of Practice, and physicians, hospitals, academic institutions and other entities and companies that send or refer patients to Practice or that contract with Practice for services;
- b) Information concerning fees and rates charged and services provided by Practice or Medical Services provided hereunder by Employee, including, without limitation, information contained in fee schedules for services rendered to clients and patients;
- c) Information concerning business policies and methods, operations or long-range or strategic plans of Practice, including, without limitation, information contained in financial statements and audit reports;
- d) Information not generally known in the practice of medicine or the field of practice in which Practice engages that may be disclosed to Employee and known by Employee as a consequence of employment by Practice;
- e) Practice's marketing materials and other publications;
- f) Practice's Intellectual Property and all other matters that can be classified as trade secrets;
- g) Information or data in any form that Practice receives from a patient or client that the patient or client expects, or requests be kept confidential;
- h) Any information belonging or relating to the Center Manager; and
- i) Any information that Practice or Center Manager has advised Employee in writing that it reasonably considers being its Confidential and Proprietary Information, or trade secrets, to the extent such information is protected by applicable State law.

Protection of Confidential and Proprietary Information. Employee recognizes and acknowledges that the Confidential and Proprietary Information of Practice constitutes valuable, special, and unique assets of Practice (and in some cases, of a client of Practice); that Practice has incurred considerable expense and effort in developing such Confidential and Proprietary Information or in assuring clients that such information will be kept confidential; and that, as an employee, Employee will receive and have access to Confidential and Proprietary Information, which Practice desires to protect against unauthorized use. Such information is agreed to be trade secret materials of the Practice. Considerable time and effort has also been expended in maintaining the secrecy and privacy of all Confidential and Proprietary Information. Therefore, in consideration of the benefits derived under the Agreement, Employee agrees that during the term of the Agreement or at any time after termination of the Agreement, Employee shall not disclose to, or use for the benefit of, any person,

employer, other entity, or himself/herself, any Confidential or Proprietary Information, either directly or indirectly, except upon application for a proper purpose, and subject to the prior written authorization of Practice, which authorization may be withheld in Practice's sole discretion.

Damages or Injunction for Violation of Covenant Not to Solicit or Disclosure or Use of Confidential or Proprietary Information.

a) The agreements contained above under Covenant Not to Solicit and Confidential and Proprietary Information are fair and reasonably necessary for the protection of Practice's goodwill and other protectable property. In the event a court of competent jurisdiction should decline to enforce any provision of these Sections of the Agreement, such provision shall be deemed to be modified to restrict Employee's activities, with respect to files or patients or other items, to the maximum extent, which the court shall find enforceable.

b) The parties recognize and agree that monetary damages are not an adequate remedy for a breach of the restrictive covenants; that irreparable damage will result to the Practice and its business from a breach of these covenants; and that in the event of a breach or a threatened breach of these covenants, in addition to monetary damages, the Practice shall be entitled to an injunction enjoining the employee from violating these covenants, and Employee consents to such relief on behalf of Practice;

c) In addition to equitable relief to prevent continuing breaches of any of these covenants, or should a court refuse to grant injunctive relief, Practice shall be entitled to recover damages from Employee with respect to any such breach. The parties recognize that damages in the event of a breach by Employee of such covenants would be difficult or impossible to ascertain; and it is therefore agreed that in addition to and without limiting any other rights of Practice, Practice shall be entitled to liquidated damages in the amount equal to twice the aggregate amount of compensation that Employee received from the Practice under the terms of the Agreement during the twelve months preceding the month in which Employee breached any such covenants. In such event, this liquidated damage amount is payable by Employee in recognition of the resources that Practice has invested in developing its business, goodwill, techniques, proprietary information; and such amount shall not be considered as a penalty. In the event a court should refuse to award such liquidated damages or enforce the foregoing provision, Practice shall be entitled to recover any and all damages which Practice may establish under the current applicable State law.

d) In addition, the prevailing party shall be entitled to reimbursement of any fees, costs or expenses (including attorneys' fees) incurred in connection with enforcing the covenants.

Employee:

DocuSigned by:



Ivor Kaplan

1/25/2022

Name, M.D./D.O.

Date

Practice:

DocuSigned by:



1/27/2022

Sean Gallagher, VP Physician Services

Date

DocuSigned by:



1/27/2022

Dr. Chris Chung, Chief Medical Officer Aesthetic Physicians, P.C.

Date